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FEBRUARY 28, 2003

CONTRACT PERIOD THROUGH AUGUST 31, 2002

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ASPHALT MILLING AND PAVING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **AUGUST 18, 1999.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

SD/**mm** Attach

Copy to: Clerk of the Board

Jim Baker, MCDOT

Sharon Tohtsoni, Materials Management

1.0 **<u>INTENT</u>**:

Maricopa County is soliciting bids from Contractors to provide full depth milling of existing AC pavement and placement and compaction of new AC pavement. This service shall be performed in conjunction with and as requested by the County as covered by purchase order only. This may be a multiple award with major projects being quoted to all awarded firms. **Quotes will be requested on all projects estimated at \$10,000 or more.**

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Assignment location examples would be intersections, turn lanes, road widening and repair(s).
- 2.2 Contractor shall provide an onsite supervisor. The Supervisor shall be onsite during equipment operation and must be able to speak English.
- 2.3 For scheduling purposes, Contractor will be given a minimum 2-week notice prior to start of assignment. Assignment shall be completed in one 8-hour day, or less.
- 2.4 Traffic control, material hauling and subgrade preparation will be performed by the County.
- 2.5 Payment for milling and paving will be made by the square yard. The Contractor's cost per square yard shall include all costs such as equipment, labor and overhead for actual milling and paving operating time.
- 2.6 Mobilization of equipment and labor will be paid once at each location. The Contractor's cost shall include all costs such as transport costs, unloading and loading time.
- 2.7 Any delay time caused by the County that is not actual operating time or mobilization shall be paid as hourly standby time.
- 2.8 Down time or other delay time caused by equipment break down, or caused by the contractor, will not be considered for payment.

2.9 **MILLING**:

- 2.9.1 To the limits specified, Contractor shall mill existing asphalt concrete pavement in place, full depth and leave the milled material in place. County will remove and relocate the milled material.
- 2.9.2 The Contractor shall have five years of milling experience and be registered as a local contractor. Equipment used for milling shall be that specifically designed for milling and be capable of pulverizing the asphalt concrete material to a minus 1-1/2" size.
- 2.9.3 A milling machine and operator are required so that the actual milling time required is less than or equal to 8 hours.
- 2.9.4 Existing asphalt concrete thickness will vary from 2" to 6".

2.10 **PAVING**:

2.10.1 Contractor shall provide one paving machine and a minimum of two compactors. In addition to the equipment, the following equipment operators shall be provided by Contractor:

One (1) Paver Operator

One (1) Screed Operator

Two (2) Compactor Operators

Three (3) Laborers

- 2.10.2 The Contractor shall have five years of paving experience and be registered as a local contractor. Paving and compaction shall be performed in accordance with section 321 of Maricopa Association of Governments (MAG) Standard Specifications, 1998 edition.
- 2.10.3 Asphalt concrete material will be supplied by the County and delivered to the paver. Contractor shall place and compact the material to a minimum thickness provided by MCDOT based upon the findings of a geotechnical report for each individual assignment. AC thickness may range from 2" to 6". Thickness greater than 3" shall be placed and compacted in two lifts.

3.0 **SPECIAL TERMS & CONDITONS:**

3.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.2 ACCEPTANCE:

Upon successful completion of the individual project, MCDOT Inspection will determine if all requirements of the vendor have been fulfilled in accordance with MAG Specifications.

3.3 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management.

3.4 TAX:

Taxes shall be imposed on flooring materials and supplies purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Invitation For Bids is for awarding a **firm, fixed price** purchasing contract to cover a Three (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

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4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.12 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

4.13 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

4.14 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the Contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

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4.15 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount of \$20,000.00 conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount of \$20,000.00 solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the Sate of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.16 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.17 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.18 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.20 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.21 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the <u>using Agency</u> (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.22 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.23 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.24 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action ,which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.25 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.26 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.27 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.28 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.29 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.30 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation For Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.30.1 Cancel the Contract, if it is currently in effect.
- 4.30.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.30.3 Take the necessary steps to collect any performance surety provided on the applicable Contract.

4.31 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.32 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.33 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

$3030~S~7^{th}~STREET, PHOENIX, AZ~85040-1163\\ \underline{ACE~ASPHALT~OF~ARIZONA, INC, 894~W~ELWOOD, PHOENIX,~AZ~85041}$

6.0 PRICING: S016102/B0603761

Milling Bid Items:		* INSIDE 36 MILE RADIUS	*OUTSIDE 36 MILE RADIUS
	Unit Description	Amount \$	Amount \$
6.1	SYD Milling (machine and operator) 1" - 3"	\$ <u>3.15</u>	\$ 3.15
6.1.1	3" - 6"	\$ <u>6.25</u>	\$ <u>6.25</u>
6.2	Each Mobilization	\$ <u>1875.00</u>	\$ <u>2375.00</u>
6.3	Hours Standby time (contingent)	\$ 1000.00	\$ <u>1000.00</u>
Paving Bid Items:			
6.4	SYD Paving 1" - 3" (machine, compactors and all personnel)	\$ <u>1.75</u>	\$ <u>1.75</u>
6.4.1	3" - 6"	\$ 2.50	\$ 2.50
6.5	Each Mobilization	\$ <u>1800.00</u>	\$ <u>2450.00</u>
6.6	Hours Standby time (contingent)	\$ <u>575.00</u>	\$ <u>575.00</u>

*RADIUS BASED ON COUNTY ADMINISTRATION BUILDING, 301 WEST JEFFERSON ST., PHOENIX, AZ 85003.

TERMS: Net 30

FEDERAL TAX ID NUMBER: 86-0419478

VENDOR NUMBER: 860419478

CONTACT PERSON JOHN MCCORMACK

TELEPHONE NUMBER: (602) 304-4168 602/243-4100 602/304-2683

FAX NUMBER: (602) 304-2683 602/243-3768 602/304-4168

CONTRACT PERIOD: To cover the period ending AUGUST 31, 2002 FEBRUARY 28, 2003.

NESBITT CONTRACTING CO., INC., 100 S PRICE RD, TEMPE, AZ 85281-3118

6.0 PRICING: S016102/B0603761

Milling Bid Items:		* INSIDE 36 MILE RADIUS	*OUTSIDE 36 MILE RADIUS
	Unit Description	Amount \$	Amount \$
6.1	SYD Milling (machine and operator) 1" - 3"	\$ <u>0.75</u>	\$ <u>0.83</u>
6.1.1	3" - 6"	\$ <u>0.95</u>	\$ 1.03
6.2	Each Mobilization	\$ <u>600.00</u>	\$ <u>750.00</u>
6.3	Hours Standby time (contingent)	\$ <u>275.00</u>	\$ 300.00
Paving Bid Items:			
6.4	SYD Paving 1" - 3" (machine, compactors and all personnel)	\$ 1.25	\$ 1.40
6.4.1	3" - 6"	\$ 2.50	\$ 2.80
6.5	Each Mobilization	\$ <u>1300.00</u>	\$ 1500.00
6.6	Hours Standby time (contingent)	\$ <u>350.00</u>	\$ <u>375.00</u>

*RADIUS BASED ON COUNTY ADMINISTRATION BUILDING, 301 WEST JEFFERSON ST., PHOENIX, AZ 85003.

TERMS: Net 30

FEDERAL TAX ID NUMBER: 86-0174401

VENDOR NUMBER: 860174401

TELEPHONE NUMBER: (480) 894-2831

FAX NUMBER: (480) 894-5280

CONTRACT PERIOD: To cover the period ending AUGUST 31, 2002 FEBRUARY 28, 2003.